

DRAFT

Procedural Guide

for the

URBAN PARK ACT OF 2001

Under the
California Clean Water, Clean Air, Safe Neighborhood Parks,
and Coastal Protection Act of 2002

April 27, 2003

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**



“Creating Community through People, Parks and Programs”

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**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

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I. DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

Acquisition- a grant may be expended to acquire the fee title, leasehold, or other interest in real property. If an Applicant proposes to acquire less than fee title, the Applicant shall demonstrate in the Application to the satisfaction of the Department that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in real property to be acquired. Land or interests in land acquired with Bond Act funds shall be acquired from a willing seller.

Acquisition and Development- a Project that combines Acquisition of real property with Development for a New Park, New Recreational, or New Multipurpose Facility.

Applicant- an agency or organization requesting funding from a grant program administered by the Department.

Application- the individual Application Form and its required attachments for grants pursuant to the enabling legislation and/or program.

Appropriation- a Legislative budget authorization from a specific fund to a specific agency or program to make expenditures or incur obligations for a specific purpose and period of time.

Area of Blight- all or part of the Project Service Area is generally physically dilapidated, and the Project Service Area is characterized by the following social and physical attributes including, but not limited to:

- Serious building code violations
- Inadequate utilities
- Evidence of gang or other types of criminal activity
- Economically depressed due to abnormally high business vacancies
- Residential overcrowding
- High crime rate
- Environmental hazards
- Brown fields
- Unauthorized dumping areas
- Neglected vacant lots
- Homelessness
- Community Development Block Grant areas

Bond Act- the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, also known as the Resources Bond Act of 2002.

Capital Improvement- Projects that utilize expenditures for Acquisition, Development, or both, of land and/or facilities to improve the property's usage and access for park and recreation purposes. Funds for Development may be used only for permanent or fixed features of the property.

CEQA- the California Environmental Quality Act as stated in the *Public Resources Code* Section 21000 et seq.; Title 14 *California Code of Regulations* Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency's proposed Project.

City- a city or a city and county.

Competitive- a grant process whereby Projects are ranked and selected based upon program specific criteria.

Contract- an agreement between the Department and the Grantee specifying the payment of funds by the Department for the performance of the Project Scope within the Project Performance Period by the Grantee.

Department- the California Department of Parks and Recreation.

Development- capital improvements to real property by construction for a New Park, New Recreational, or New Multipurpose Facility using Bond Act funds.

Director- the Director of the California Department of Parks and Recreation.

District- any regional park District, regional park and open-space District, or regional open-space District formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of the *Public Resources Code*, or a recreation and park district formed pursuant to Chapter 4 (commencing with Section 5780) of the *Public Resources Code*.

Economic Revitalization- the Project will create Employment Opportunities, increase sales tax revenue and property values, and/or improve the physical appearance of the Project Service Area.

Employment Opportunities- the employment or employment training, paid or unpaid, during the inception, construction, or subsequent operation of the Project that will be available for residents, including but not limited to at-risk youth from the Project Service Area, or members of the California Conservation Corps, certified conservation corps, or other youth employment programs.

Facilities- includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; permanent play structures; landscaping; places for passive recreation, enjoyment of scenic open space,

nature appreciation and study, and outdoor education; multipurpose structures designed to meet the special recreational, educational, vocational, and social needs of youth, senior citizens, and other urban population groups; and infrastructure and other improvements that support these Facilities.

Fidelity Bond- an insurance policy that protects the Nonprofit Grantee in case of intentional loss of money or property due to employee theft, forgery, larceny, or embezzlement.

Force Account- Project work performed by a Grantee's own work force. Force Account expenses are eligible costs for reimbursement or Match.

Fully Usable- after expenditure of grant funds and Matching funds, the Project will be open and available to the public for the full range of use as stated in the Project Scope section of the Project Application form.

Grantee- an entity that has a Contract for grant funds.

Heavily Urbanized County- a county with a population of 500,000 or more, and with a density of at least 1,100 persons per square mile, based on the most recent verifiable census data.

Historical Resource- includes, but is not limited to, any building, structure, site, area, place, artifact, or collection of artifacts that is historically or archaeologically significant in the cultural annals of California.

In-Kind- those funds and/or donations, which may be from a non-state source, and which may include local or private funds, as well as materials and services. These expenses shall be eligible only as Match.

Joint Powers Authority- an agreement for operation and management of lands between any eligible City or District that includes a City or District, irrespective of population in a Heavily Urbanized County, to undertake a Project.

Joint-Use Project- two or more agencies or organizations that will share responsibility for ownership (Acquisition), Development, operation, and/or maintenance of the Project.

Match- contributions to the Project, in addition to grant funds, which may be in the form of money from any source, including funds from other state local assistance programs; gifts of real property, equipment, and consumable supplies; volunteer services; free or reduced-cost use of land, Facilities, or equipment; and bequests and income from wills, estates, and trusts.

New Urban Park, New Recreational Facility, or New Multipurpose Facility- the Acquisition, Development, or Acquisition and Development, of property for the creation of a park, recreational, or multipurpose facility where none currently exists, or the substantial improvement of an existing park, recreational or multipurpose facility which allows for use beyond the facility's original purpose.

Nonprofit Organization- any nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (Division 2 (commencing with Section 5000) of the Corporations Code), qualified to do business in California, qualified under Section 501(c)(3) of Title 26 of the United States Code, and that has among its primary purposes the preservation, protection, or enhancement of land or water resources in their natural, scenic, historical, agricultural, forested, or open space condition or use, or the provision of conservation and environmental education and other recreational, vocational, and educational services to urban youth.

Outdoor Learning Opportunities- the Project is designed to accommodate recreational and educational activities for school pupils or at risk youth from the Project Service Area, neighborhood residents, or members of the California Conservation Corps, certified conservation corps or other youth employment programs.

Project- the Acquisition, Development, or Acquisition and Development, of real property for a New Urban Park, New Recreational Facility, or New Multipurpose Facility to be accomplished with grant funds and Match.

Project Officer- an employee of the Department who acts as a liaison with the Applicants or Grantees and administers grant funds, ensures compliance with guidelines and grant contract.

Project Performance Period- the period of time that the grant funds are available, the time in which all costs must be incurred, and the Project must be completed, billed and paid. Only eligible costs incurred during the Project Performance Period will be paid.

Project Scope- the description or activity of work to be accomplished on the Project, as described in the Application form, utilizing grant funds and required Match, as applicable.

Project Service Area- the area within a circle described by a radius of not more than one mile from the Project site.

Rehabilitation- renovation to a park and recreation facility to return it to its original or 'near' original purpose. Rehabilitation Projects are not eligible under this program.

State Grant Amount- the amount of grant funds assigned to a specific Project.

Note: Authority cited: Sections 5003 and 5647, Public Resources Code. Reference: Sections 5096.605, 5642 and 5643., Public Resources Code. General Information

Bond Act Intent

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 is intended to acquire and develop properties of the state park system, to acquire and develop neighborhood, community, and regional parks and recreational areas, for land, air, and water conservation programs, including acquisition for those purposes, and to acquire, restore, preserve and interpret California's historical and cultural resources.

Water Conservation Measures

The Department recommends that grant recipients consider water conservation measures as part of bond funded Projects.

Adaptive Re-use

The Department recommends that grant recipients consider the adaptive re-use of existing buildings as part of bond funded Projects.

Funds Reverting to the Legislature

Any grant funds that are not encumbered within 3 years and expended within 8 years from the date of appropriation by the Grantee shall revert to the fund and be available for Appropriation by the Legislature for one or more of the local assistance programs that the Legislature determines to be the highest priority statewide.

Legal Requirements

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

Site Visits

The Grantee shall permit site visits, including a final inspection of the Project lands or facilities acquired or developed using Bond Act funds, to determine if the work performed is in accordance with the approved Project Scope.

State Audit

Projects are subject to audit by the Department for three years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee as they relate to the Project for which the funds were granted. The Grantee shall have the Project records, including the source documents and canceled warrants, readily available to the Department. The Grantee shall also provide an employee having knowledge of the Project to assist the Department's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the Department.

Accounting Requirements

Grantees shall maintain an accounting system that does the following:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards
- Provides good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, time cards, canceled warrants, warrant numbers, etc.)
- Provides accounting data so the total cost of each individual Project can be readily determined

Records Retention

All Project records must be retained for at least one year following an audit.

Note: Authority cited: Sections 5003 and 5647, Public Resources Code. Reference: Sections 5096.620, 5096.633, 5641, and 5643. Public Resources Code.

II. URBAN PARK ACT OF 2001 PROGRAM DESCRIPTION**Urban Park Act of 2001 Program Intent**

The Urban Park Act of 2001 will finance the acquisition and development of parks, recreation areas, and Facilities in neighborhoods currently least served by park and recreation providers. These neighborhoods are often the same areas that suffer most from high unemployment and destructive or unlawful conduct by youth. The Urban Park Act program will also encourage community participation in, and responsibility for, New Urban Parks, New Recreational Facilities, or New Multipurpose Facilities. These Facilities will provide safe recreational opportunities for children, positive outlets for youth, the special recreational and social needs of senior citizens, and other urban population groups.

Key Dates

July 1, 2002	Appropriation Date
December 15, 2003	Application Deadline
June 30, 2005	Grantee must have a fully-executed Contract
June 30, 2010	Grantee must have completed the Project and received the final grant payment from the Department

Amount of Funds Available: \$130,690,000

The amount of funds available reflects the state administrative costs deduction. The State costs of administering the Bond Act shall be paid out of the bond proceeds. These costs shall be shared proportionately by each program funded through this Bond Act.

Minimum and Maximum Grant Amounts

The minimum grant amount is \$100,000
 The maximum grant amount is \$3,000,000

Eligible Applicants

Heavily Urbanized Counties with a population of 500,000 or more and with a density of at least 1,100 persons per sq. mile, based on the 2000 United States Census, and Cities, Districts, Nonprofit Organizations, and Joint Powers Authorities located in the Heavily Urbanized Counties. These counties are:

~ Alameda	~ Sacramento
~ Contra Costa	~ San Francisco
~ Los Angeles	~ Santa Clara
~ Orange	~ San Mateo

Cities with a population of 100,000 or more that are not in a Heavily Urbanized County, and Districts, Nonprofit Organizations, and Joint Power Authorities within these cities. These cities are:

~ Bakersfield	~ Oxnard
~ Chula Vista	~ Rancho Cucamonga
~ Corona	~ Riverside
~ Daly City	~ Salinas
~ Escondido	~ San Bernardino
~ Fairfield	~ San Buenaventura
~ Fontana	~ San Diego
~ Fresno	~ Santa Rosa
~ Modesto	~ Simi Valley
~ Moreno Valley	~ Stockton
~ Oceanside	~ Thousand Oaks
~ Ontario	~ Vallejo

Eligible Projects

Acquisition or Development, or both, of property for New Urban Parks, New Recreational Facilities, or New Multipurpose Facilities, **including, but not limited to:**

- Places for organized team sports
- Indoor and outdoor recreation
- Informal turf play
- Non-motorized recreational trails
- Permanent play structures
- Landscaping
- Places for passive recreation
- Enjoyment of scenic open space
- Nature appreciation, study, and education
- Multipurpose structures (indoor or outdoor) designed to meet the special recreational, educational, vocational and social needs of youth, senior citizens, and other urban population groups
- Infrastructure and other improvements that support these facilities

Ineligible Projects

The Rehabilitation of an existing park or recreational facility is not eligible under this Program.

Competitive Process Overview

1. The Applicant prepares and submits a Grant Application packet to the Department, as per the Application Requirements and Checklist on page 28.
2. The Department reviews the Application packet to determine whether the Application is complete.
3. The Department sends a letter to the Applicant notifying the Applicant whether the Application is complete or if more information is needed.
4. The Department evaluates all Applications based on eligibility and ranking criteria.
5. The Department selects the Projects for funding.
6. The Department informs the Applicants of approval/disapproval of grant award.
7. If approved, the Applicant receives instructions to initiate the grant award process from the Department.
8. The Department sends the Contract to the successful Applicant for signature (hereinafter referred to as Grantee).
9. The Grantee returns a signed copy of the Contract to the Department.

10. The Department returns a fully executed Contract to the Grantee. After the Contract is executed, the Grantee may request payments for the Project. See page 37, Payment Process.
11. A Nonprofit Grantee shall submit a Fidelity Bond before a payment request can be processed.
12. The Grantee completes the Project and submits the Project completion packet.
13. The Department Project Officer makes a final on-site Project inspection.
14. The Department processes the final payment.
15. The Department may perform an audit of the completed Project.

How to Submit an Application

Applications must be received by 4:30 p.m. or postmarked by December 15, 2003 at the following mailing address:

Project Officer (Name)
California Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

If submitting an Application by hand delivery or overnight carrier:

Project Officer (Name)
California Dept. of Parks and Recreation
Office of Grants and Local Services
1416 9th Street, Room 918
Sacramento, CA 95814

All Applicants are required to submit **one** unbound, original copy of the Application packet. Do not submit applications in binders. Each Application must include a Table of Contents with documents submitted in the order listed in the Application Requirements Packet and Checklist. All pages shall be numbered (handwritten numbers are acceptable).

NOTE: An Applicant may submit an Application for more than one Project. Each Project must have its own Application.

Letters of support from the Legislature or other entities should be directed to the Applicant. Applicants may include these letters with the Project Application.

Application Requirements and Checklist

The Project Application shall consist of one copy of each of the following items, in the order they are listed below:

1. ☐ Project Application Form.
2. ☐ Resolution. The Applicant submits the authorizing Resolution from the Applicant's governing body, using the required language in the sample Resolution.
3. ☐ Project Summary. Provide a one page maximum summary that clearly explains the Project and any additional enhancement or development plans to be made to the Project site.
4. ☐ Project Selection Criteria.
5. ☐ Cost estimate (Development Projects Only). Provide details on non-construction costs and construction costs. Refer to the Eligible Costs Chart on Page 40 when formulating a cost estimate.
6. ☐ Sources of additional funds. Provide a list of all Matching funds and other sources of additional funds for the Project (if applicable).
7. ☐ CEQA. At the time of Application, the Applicant must provide, at a minimum, either:

- (1) a Notice of Exemption filed with, and stamped by, the county clerk, or
- (2) an Initial Study with a description of how the Applicant will comply with CEQA.

The Applicant has one year from the grant award announcement date to complete the CEQA process. The Applicant should check with their local city or county planning agency for more information on how to complete CEQA.

Within one year from the grant award, and prior to commencement of construction or Acquisition, the Grantee must have completed the CEQA process and provide documentation that CEQA is complete. The required documentation must include one of the following:

- (1) a Notice of Exemption filed with, and stamped by, the county clerk, or
 - (2) an Initial Study with a Negative Declaration, with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk, or
 - (3) an Initial Study and an Environmental Impact Report, with the response from the State Clearinghouse, and a copy of the Notice of Determination filed with, and stamped by, the county clerk.
8. ☐ Land Tenure (Development Projects Only). Provide documentation (lease, agreements, etc.) verifying that Land Tenure requirements have been met.

9. ☐ Leases or Agreements. Provide a list of all *other* leases, agreements, etc., effecting Project lands or the operation and maintenance thereof, excluding those relevant to Land Tenure (if applicable).
10. ☐ Acquisition Schedule. For Projects involving Acquisition, provide a schedule and an Acquisition map outlining the acreage and parcel number(s) to be acquired. See page 54.
11. ☐ Site Plan. For Projects involving Development, provide a drawing or depiction indicating what improvements the Applicant will make, where the improvements will be located on the property, and the approximate square footage of the improvements.
13. ☐ Topographical map. Provide a topographical map indicating the Project site location. This map should be a 7.5-Minute Series (1:24,000 scale).
14. ☐ Project location map. Provide a map (city or county) with enough detail to allow a person unfamiliar with the area to locate the Project. The map should indicate access points to the site.
15. ☐ Photos of the Project site.
16. ☐ Required regulatory permits. Provide a list of existing and additional required permits, if applicable, the status of each, and indicate when permit approval would occur. Examples include:
 - State Lands Commission
 - San Francisco Bay Conservation and Development Commission
 - Regional Coastal Zone Protection Commission
 - Corps of Engineers
17. ☐ Nonprofit Requirements. If the Applicant is a Nonprofit Organization, please provide the following:
 - Articles of incorporation
 - Mission statement
 - Most recent annual report and budget
 - Verification of 501(C)(3) status

Note: Authority Cited: Sections 5003 and 5647, Public Resources Code. Reference: Sections 5096.610, 5096.620, 5096.625, 5641, 5642, 5643, 5644 and 5645. Public Resources Code

III. Project Selection Criteria

Project Summary

To facilitate the Department's understanding of the proposed Project, provide a one page maximum summary that clearly explains the Project and any additional enhancement or development plans to be made to the Project site. The one page summary will not be scored.

Project Selection Criteria Introduction:

The Applicant must respond to the following questions in the order in which they appear in the selection criteria.

- Please respond to each question separately.
- Limit the written response to no more than 15 pages, single-sided, double-spaced, with 12-point font. Attachments do not count as part of the 15 pages.
- The meanings of capitalized words and phrases used below can be found in the definitions section on page 2.

Project Selection Criteria

The Department will use the following criteria to evaluate your Project:

1. Explain why the existing parks, parkland, or park and recreation facilities in the Project Service Area do not adequately meet the needs of residents. **(20 Points)**

20-14 Points:

The Applicant provides *well-supported explanation* as to why residents' needs are not adequately met.

13-7 Points:

The Applicant provides a *reasonably well-supported explanation*.

6-0 Points:

The Applicant provides a *minimally supported explanation* or does not respond to the criterion.

2. Provide information about significant deficiencies of parks, park land, or park and recreation facilities in the Project Service Area by answering the following: **(10 Points)**

- How many acres of usable park land are currently found in the Project Service Area? If appropriate, Applicants must substantiate why existing parkland is not usable.
- What is the population in the Project Service Area? (based on the 2000 U.S. Census).

- If the Applicant has high park acreage relative to the Project Service Area population, 2 additional points may be awarded, up to the maximum score of 10 points, if the Project has extenuating circumstances or is a regional facility that is expected to draw high visitation from outside the Project Service Area. Please include in the narrative a short, concise statement explaining why the Project should receive the 2 additional points.

The scale below will determine the maximum number of points given to a Project Service Area that has the lowest ratio of parkland per 1000 residents.

Points:	10	From 0 to less than 1 acres per 1,000 residents
	8	From 1 to less than 2 acres per 1,000 residents
	6	From 2 to less than 3 acres per 1,000 residents
	4	From 3 to less than 4 acres per 1,000 residents
	2	From 4 to less than 5 acres per 1,000 residents
	0	More than 5 acres per 1,000 residents, or no information

3. What methods were used to include Project Service Area residents in the Project planning process? **(10 Points)**

The maximum number of points will be given to a Project that includes participation by the broadest representation of Project Service Area residents.

10-8 Points:

The Applicant has made a *concerted effort* to involve the *broadest representation* of Project Service Area residents in the Project planning process.

7-5 Points:

The Applicant has made a *moderate effort* to involve the *broadest representation* Project Service Area residents in the Project planning process.

4-0 Points:

The Applicant has made *limited effort* to involve the *broadest representation* Project Service Area residents in the Project planning process or does not respond to the criterion.

4. How will the Project meet the needs of the Project Service Area residents? **(15 Points)**

- What are the Project Service Area residents' opinions about parks, park land, or park and recreation facility needs in the Project Service Area?
- How did the Project Service Area residents' involvement in the Project planning process effect the Project Scope?

The maximum number of points will be given to a Project that implements a variety of ideas expressed by the Project Service Area residents, considering the size and Project Scope.

15-12 Points:

The Project will include an *extensive use* of ideas from the Project Service Area residents, considering the size and type of the Project.

11-8 Points:

The Project will include a *moderate use* of ideas from the Project Service Area residents, considering the size and type of the Project.

7-4 Points:

The Project will include *limited use* of ideas from the Project Service Area residents, considering the size and type of the Project.

3-0 Points:

The Project will *not include* ideas from the Project Service Area residents or the Applicant does not respond to the criterion.

5. Describe how the Project will accommodate Outdoor Learning Opportunities for school pupils or at risk youth from the Project Service Area, or members of the California Conservation Corps, certified conservation corps or other youth employment programs. **(5 Points)**
- If the Project is for Development, describe by using a chart or narrative showing the proposed Project features and type of activities.
 - If the Project is for Acquisition, describe the Outdoor Learning Opportunities that are expected to occur at the site.

The maximum number of points will be given to a Project that will accommodate a variety of activities.

5-4 Points:

The Applicant has designed the Project to include a *broad range* of Outdoor Learning Opportunities.

3-2 Points:

The Applicant has designed the Project to include a *limited range* of Outdoor Learning Opportunities.

1-0 Points:

The Applicant has designed the Project to include a *minimal range* of Outdoor Learning Opportunities or does not respond to the criterion.

6. How will the Project be usable by pupils from one or more public schools in the Project Service Area? **(5 Points)**

Full points will be given to Projects that will be useable by pupils from one or more public schools in the Project Service Area.

5 Points:

The Project will be usable by pupils from one or more public schools in the Project Service Area.

0 Points:

There are not public schools in the Project Service Area or the Project will not be usable by pupils, or the Applicant does not respond to the criterion.

7. Describe how the Project will wholly or partly replace an Area of Blight or how the Project will significantly contribute to the Economic Revitalization of the Project Service Area. **(10 Points)**

- Describe how the area is blighted and/or needs Economic Revitalization. Provide a maximum of 4 photographs.
- How will the Project wholly or partly replace blight and/or contribute to the Economic Revitalization of the Project Service Area?

The maximum number of points will be given to a Project that will wholly or partly replace blight and/or significantly contribute to the Economic Revitalization of the Project Service Area.

10-7 Points:

The Applicant provides a *clear description* about why the Project Service Area has an Area of Blight and/or how the Project *will significantly contribute* to the Economic Revitalization of the Project Service Area.

6-4 Points:

The Applicant provides a *reasonably clear description* about why the Project Service Area has an Area of Blight and/or how the Project *will contribute* to the Economic Revitalization of the Project Service Area.

3-0 Points:

The Applicant provides a *poor description* about why the Project Service Area has an Area of Blight and/or how the Project *might contribute* to the Economic Revitalization of the Project Service Area or does not respond to the criterion.

8. Describe the plan for employment or employment training for the residents, including at risk youth, from the Project Service Area, or members of the California Conservation Corps, certified conservation corps, or other youth employment programs, during the planning, construction, or long-term operation of the Project, by answering the following: **(5 Points)**

- What types of employment or employment training will be available?
- How long will the employment or employment training be available?
- Who will provide the employment or employment training?
- How will Project Service Area residents, at-risk youth, members of the California Conservation Corps, certified conservation corps, or other youth employment programs be recruited for the employment or employment training?

The maximum number of points will be given to a Project that provides a clearly developed plan for employment opportunities or training.

5-4 Points:

The Applicant provides a *well-developed plan*, which specifically details the types, duration, entities, and recruitment strategy to employ or provide employment training.

3-2 Points:

The Applicant provides a *reasonably developed plan, which lacks specific details* of the types, duration, entities, or recruitment strategy to employ or provide employment training.

1-0 Points:

The Applicant provides a *poorly developed plan*, which has *few details* of the types, duration, entities, or recruitment strategy to employ or provide employment training or does not respond to the criterion.

9. Provide a plan for a Joint-Use Project that describes the agencies or organizations shared responsibilities for ownership, (Acquisition, if applicable), Development, operation, or maintenance of the Project. **(10 Points)**

The maximum number of points will be given to a Joint-Use Project having a clearly defined plan showing how each project partner will contribute to the long term sustainability of the Project.

10-8 Points:

The Joint-Use plan is *clearly defined*, and there is *strong evidence* of long-term sustainability.

7-5 Points:

The Joint-Use plan is *less clearly defined*, and there is *some evidence* of long-term sustainability.

4-0 Points:

The Joint-Use plan is *poorly defined*, and there is *little or no evidence* of long-term sustainability, or the Applicant did not submit a Joint-Use plan.

10. To demonstrate that your Project will be Fully Usable in compliance with the deadline (June 30, 2010) describe how the requested grant amount and Match will result in a completed Project. **(5 Points)**

- Will the requested grant amount and Match meet all Project costs?
- Provide a timeline that describes the key milestones of the proposed Project.
- Describe how the Project will be fully usable when construction is completed.

The maximum number of points will be given if the Match is committed and, combined with the requested grant amount, will result in a Fully Usable Project.

5-4 Points:

The Applicant provides *clear evidence* that grant and match will meet all Project costs. Grant, Match, and timeline, when evaluated, indicate a *satisfactory conclusion* to the project.

3-2 Points:

The Applicant provides *less clear evidence* that grant and match will meet all Project costs. Grant, Match, and timeline, when evaluated, indicate a *less than satisfactory conclusion* to the project.

1-0 Points:

The Applicant provides *little or no evidence* that grant and match will meet all Project costs. Project completion is *less than certain*.

11. Explain why the Match contribution is proportional to the Applicant's economic resources by answering the following: **(5 Points)**

- What economic resources does the Applicant have available to address deficiencies in parks and recreation facilities?
- How does the Match compare to the Applicant's economic resources?
- What is or are the source(s), amounts, and types of Match?
- What has the Applicant done to secure other funds?

The maximum number of points will be given to an Applicant with a Match contribution that is proportional to their economic resources.

5-4 Points:

The Applicant *clearly demonstrates* that the Match contribution is in reasonable proportion to available economic resources.

3-2 Points:

The Applicant *reasonably demonstrates* that the Match contribution is in reasonable proportion to available economic resources.

1-0 Points:

The Applicant *does not demonstrate* that the Match contribution is in reasonable proportion to available economic resources or does not respond to the criterion.

Note: Authority Cited: Sections 5003 and 5647, Public Resources Code. Reference: Sections 5643, 5645 and 5646. Public Resources Code.

IV. ADMINISTRATIVE PROVISIONS

Section Summary

The purpose of this section is to provide the Grantee with further information about the grant process.

Matching Contributions

Matching contributions may be in the form of money from any source, including:

- Funds from other state local assistance programs.
- Gifts of real property.
- Equipment and consumable supplies.
- Volunteer services.
- Free or reduced-cost use of lands, facilities or equipment.
- Bequests and income from wills, estates, and trusts.
- Federal funds.
- Force Account labor

Calculating Volunteer Labor as a Match Source

Volunteer labor is an eligible Match source. To determine the Match, the hours worked must be multiplied times the prevailing wage, plus benefits, for the type of labor that was done.

The prevailing wage applied to volunteer labor must:

- Reflect the work that was actually done, (i.e., journey-level carpenter versus carpenter's helper)
- Reflect differences in wages based on location
- Be reasonable (i.e., for a first-time carpenter's helper, use entry level wages)
- Be defensible. The simplest way is to use minimum wage for all volunteer work.

Applicants can also use prevailing wage scales developed by governmental agencies, labor unions, or other organizations that research and publish prevailing wages. One of the governmental sources is the California Employment Development Department (EDD). EDD maintains hourly and annual wage data for 770 occupations for every geographic area of the state.

Land Tenure Requirements

Applicants must certify to the Department that they have adequate tenure to, and site control of, properties to be improved or acquired (upon Project completion).

Tenure includes, but is not limited to:

- Ownership
- Lease
- Easement
- Joint powers or similar agreement

Adequate site control is the power or authority to:

- Manage, direct, superintend, restrict, regulate, govern, administer, or oversee a plot of ground suitable or set apart for some specific recreational use.

For property not owned in fee simple, Tenure must include a level of site control commensurate with the activities proposed in the Project Scope section of the Application Form.

The Department requires that the Grantee agree to use the property for public recreation for the length of time stated below. The Land Tenure agreement only applies if the Grantee does not have fee title. All less than fee title agreements must have a renewal clause. A lease or other agreement can only be revocable by mutual consent or for cause.

- All Grants require at least 20 years of Land Tenure and public recreation operation

If the Project is selected for funding, the Grantee shall:

1. Use the property only for the purpose for which the grant was made and to make no other use, sale or other disposition of the property, except as authorized by a specific act of the Legislature.
2. Maintain and operate the property funded for a period that is commensurate with the type of Project and the proportion of state funds and local matching funds or property allocated to the capital costs of the Project.

The Department recognizes that specific recreation activities may change over time; however, the property must remain available for public recreation use.

Changes to Project Scope

The Department will not approve changes in Project Scope unless the scope meets the exact need cited in the original Application.

Fidelity Bond

All Nonprofit Grantees shall submit evidence of Fidelity Bond insurance to the Department, Office of Grants and Local Services, prior to processing a payment request. This insurance must include coverage that is equal to or greater than the grant amount. Coverage must apply to all employees and volunteers who handle checks, cash, or securities. It is the Grantee's responsibility to ensure that its Fidelity Bond insurance is kept current throughout the duration of the Project.

In the event that an employee or volunteer engages in the theft, forgery, larceny or embezzlement of any portion of the State Grant Amount, the Grantee is responsible for notifying the appropriate law enforcement authorities and the Department within 30 days of discovery.

Three-Bid Process

All Nonprofit Grantees shall obtain three bids for work on the Project and review these bids with their governing body prior to awarding a contract. Grantees may request a waiver for this process when there are less than three qualified bidders. Waiver requests must be submitted in writing to the Project Officer. Evidence of the three-bid process must be retained for audit.

Project Withdrawals

The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.

CEQA Compensation

If the Grantee has made a full-faith effort to complete CEQA, but is unable to complete CEQA or otherwise proceed with the Project due to issues related to the CEQA process, costs incurred by the Grantee directly related to the CEQA process are eligible costs to a maximum of 25% of the State Grant Amount.

Interest Earned From an Advance

Any interest earned from an advance shall be returned to the Department unless the interest is used for Project costs.

Loss of Funding

The following actions may result in a Grantee's loss of funding

- A Grantee fails to obtain a Contract within three years of Appropriation of program funds.
- A Grantee withdraws from the grant program
- A Grantee fails to complete the Project and/or fails to submit all documentation within eight years from the Appropriation date of program funds

Public Access

The Grantee shall provide for public access to the Project lands and/or facilities in accordance with the intent and provisions of the enabling legislation and/or program.

Note: Authority cited: Sections 5003 and 5647; Public Resources Code, Reference: Sections 5096.310, 5096.620, 5096.633, 5643, 5646, and 5648. Public Resources Code.

V. Payment Process

Section Summary

The purpose of this section is to guide the Grantee through the specifics of the payment process for Competitive Grant Programs, including a more detailed explanation and examples of eligible expenditures.

Grant Fund Availability

Grant funds are available for expenditure after they are appropriated in the State budget. The Grantee must have a fully executed Contract with the Department within **three years** from the Appropriation date of the grant Program. The Grantee must complete all funded Projects, and receive final payment within **eight years** from the Appropriation date. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.

Payment Request Process – Development Projects

1. After the grant Contract has been fully executed, the Grantee may request a 10% advance of the State Grant Amount, as specified in the approved Application, to be spent on costs such as plans, specifications, or CEQA compliance.
2. If CEQA is complete, and the Grantee has requested a 10% advance, the Grantee may request up to an additional 70% of the State Grant Amount as specified in the approved Application (for a total of 80% of the State Grant Amount), either when construction has commenced, or after the construction Contract is awarded, or the Grantee has issued a Notice to Proceed.
3. If CEQA is complete and the Grantee has not requested a 10% advance, the Grantee may request up to 80% of the State Grant Amount as specified in the approved application.
4. The Grantee may submit multiple Payment Request Forms as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
5. After the Grantee completes the Project, the Grantee submits the Project Completion Packet and supporting documents for the final payment.
6. Please allow six weeks for payment. Final grant payment must be processed by June 30, 2010.

Payment Request Process – Development Projects

Payment Type	When to submit it	Supporting Documentation to Send to Project Officer
10% Advance	After the grant Contract has been fully executed	<ul style="list-style-type: none"> • Payment Request Form
80% Advance	After the grant Contract has been fully executed and CEQA is complete	<ul style="list-style-type: none"> • Evidence of signed construction contract and a Notice to Proceed. • Evidence of completed CEQA.
Payment Request Reimbursement Up to 80%	After Grantee has spent funds to implement the Project	<ul style="list-style-type: none"> • Payment Request Form • Project Cost Summary Form • Labor Cost Summary Form (if applicable) • Equipment Cost Summary Form (if applicable)
Final	After the Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion Packet

Payment Request Process – For Projects Involving Acquisition

1. After the grant Contract has been fully executed, the Grantee may request a 10% advance of the State Grant Amount. These funds may be spent on costs such as plans, appraisals, CEQA compliance, etc.
2. If CEQA is complete, and the Grantee has requested a 10% advance, the Grantee may request up to an additional 70% of the State Grant Amount (for a total of 80% of the State Grant Amount), or up to 100% of the Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
3. If CEQA is complete, and the Grantee has not requested a 10% advance, the Grantee may request up to 80% of the State Grant Amount, or up to 100% of the Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
4. The Grantee may submit multiple Payment Request Forms as necessary, but is encouraged to group costs together to avoid frequent requests. Generally, payment requests of less than \$10,000 are discouraged.
5. After the Grantee completes the Project, the Grantee submits the Project Completion Packet and supporting documents for the final payment.
6. Please allow six weeks for payment. Final grant payment must be processed by June 30, 2010.

Payment Request Process – For Projects Involving Acquisition

Payment Type	When to submit it	Supporting Documentation to Send to Project Officer
10% Advance	After the grant Contract has been fully executed	<ul style="list-style-type: none"> • Payment Request Form
80% Advance	After the grant Contract has been fully executed and CEQA is complete	<ul style="list-style-type: none"> • Evidence of completed CEQA • Evidence of open escrow • Payment Request Form
Payment Request Reimbursement Up to 80%	After Grantee has spent funds to implement the Project	<ul style="list-style-type: none"> • Payment Request Form • Project Cost Summary Form • Labor Cost Summary Form (if applicable)
Final	After the Grantee has completed the Project	<ul style="list-style-type: none"> • Project Completion Packet • Recorded Grant Deed • Final Title document • Relocation Plan, where occupants were provided eligibility for relocation assistance, if applicable.

Eligible Costs

- Only costs incurred during the Project Performance Period, as indicated in the Contract are eligible.
- Indirect costs (e.g., overhead, etc.) are ineligible.
- Non-construction costs cannot exceed 25% of the total requested State Grant Amount.
- A Grantee may use the grant funds, if the amount does not exceed the lesser of 20% of the State Grant Amount, or \$100,000, to pay for any portion of the cost of cleaning up, removing, or remediating any toxic materials or hazardous substances.
- See Eligible Costs Chart below for more information.

Eligible Costs Chart

COSTS	EXPLANATION	EXAMPLES
Non-Construction Costs (cannot exceed 25% of the total requested State Grant Amount)		
Non-Construction Costs	<ul style="list-style-type: none"> Costs including Project planning (excluding grant writing costs), appraisals, and negotiations 	<ul style="list-style-type: none"> CEQA compliance Construction plans Permits
Construction Costs		
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the Grantee's normal wage or salary scales, and on the actual time spent on Project Must not exceed Grantee's established rates for similar positions 	<ul style="list-style-type: none"> Wages and benefits Work performed by another department
Construction and Construction Management	<ul style="list-style-type: none"> All necessary construction activities 	<ul style="list-style-type: none"> Facility Development Inspection & construction management
Construction Equipment	<ul style="list-style-type: none"> The Grantee may only charge the cost of the actual use of the equipment during the time it is being used for Project purposes The Grantee may use the California Department of Transportation's equipment rental rates as a guide The Grantee shall prorate the value of the purchased equipment toward the Project based on hours of usage The equipment use charges must be made in accordance with the Grantee's normal accounting practices The Grantee must describe the work performed, the hours used, and related use to Project 	<ul style="list-style-type: none"> Rental equipment Purchased equipment
Fixed Equipment	<ul style="list-style-type: none"> Equipment permanently fixed to Project facility 	<ul style="list-style-type: none"> Play equipment Fixed benches Signs/interpretive aids
Construction Supplies/Materials	<ul style="list-style-type: none"> May be purchased for specific Project, or may be drawn from central stock if claimed costs are no higher than those the Grantee would pay The Grantee may only claim those costs directly related to the Project 	Materials and Supplies: <ul style="list-style-type: none"> Concrete Lumber
Relocation Costs	<ul style="list-style-type: none"> Costs resulting in displacement of a person/business The Grantee shall comply with State Relocation Act (Chapter 16, Section 7260, <u>Government Code</u>) 	<ul style="list-style-type: none"> See Chapter 16, Section 7260, <u>Government Code</u>.
Acquisition Costs	<ul style="list-style-type: none"> Costs of acquiring real property 	<ul style="list-style-type: none"> Purchase price/appraisals Title/escrow fees
Miscellaneous	<ul style="list-style-type: none"> Other Project-related costs 	<ul style="list-style-type: none"> Communications expenses Insurance

Note: Authority Cited: Sections 5003 and 5647, Public Resources Code. Reference: Sections 5096.620, 5096.633, 5643, 5651, 5652. Public Resources Code.

VI. APPENDICES

APPENDIX A – Application Form

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**PROJECT APPLICATION
Urban Park Act of 2001 Grant Program**

(Project proposals for multiple sites are not eligible.)

PROJECT NAME	Amount of Grant Request	\$ _____
Grant Applicant (Agency, address, and zip code)	Amount of Matching Funds	\$ _____
	Estimated Total Project Cost	\$ _____
	COUNTY	NEAREST CITY
PROJECT LATITUDE AND LONGITUDE	PROJECT ADDRESS (including zip code)	
WILL THE PROJECT AFFECT A HISTORICAL RESOURCE? ____YES ____NO		

Grant Applicant's Representative Authorized in Resolution

Name <i>(typed or printed)</i> and Title	Email address	Phone
Person with day-to-day responsibility for Project <i>(if different from authorized representative)</i>		
Name <i>(typed or printed)</i> and Title	Email address	Phone

Brief description of Project

<p>For Dev. Projects, Project Land Tenure is _____ acres</p> <p>_____ Acres owned in fee simple by Grant Applicant</p> <p>_____ Acres available under a _____ year lease</p> <p>_____ Acres other interest <i>(explain)</i> _____</p> <p>_____</p>	<p>For Acquisition Projects, Project land will be _____ acres</p> <p>_____ Acres to be acquired in fee simple by Grant Applicant</p> <p>_____ Acres to be acquired in other than fee simple <i>(explain)</i></p> <p>_____</p> <p>_____</p>
--	--

I certify that the information contained in this Application, including required attachments, is accurate.

Typed _____ Grant Applicant's Authorized Representative as shown in Resolution	_____ Date
Signed _____ Grant Applicant's Authorized Representative as shown in Resolution	_____ Date

DPR 632 (3/03)

APPENDIX B – Sample Resolution

**SAMPLE RESOLUTION
URBAN PARK ACT OF 2001 PROGRAM**

Resolution No: _____

RESOLUTION OF THE

(Title of Governing Body, City Council, Board of Supervisors)

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE URBAN PARK
ACT OF 2001 PROGRAM UNDER THE CALIFORNIA CLEAN WATER, CLEAN AIR,
SAFE NEIGHBORHOOD PARKS, AND COASTAL PROTECTION ACT OF 2002**

For

(Project)

WHEREAS, the people of the State of California have enacted the CALIFORNIA CLEAN WATER, CLEAN AIR, SAFE NEIGHBORHOOD PARKS, AND COASTAL PROTECTION ACT OF 2002, which provides funds to the State of California for grants to eligible Applicants; and

WHEREAS, the California Department of Parks and Recreation has been delegated the responsibility for the administration of the Urban Park Act of 2001 Program and the grant Project shown above within the State, setting up necessary procedures, and

WHEREAS, said procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application before submission of said Application to the State, and

WHEREAS, the Applicant will enter into a Contract with the State of California for the Project;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:
(Applicant's Governing Body)

1. Approves the filing of an Application for local assistance funds from the Urban Park Act of 2001 Program under the California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002; and
2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project; and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
4. Certifies that the Grantee has or will have available, prior to commencement of any work on the Project, the proportional Match;
5. Certifies that the Project conforms to the recreation element of any applicable city or county general plan; and
6. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to, Applications, agreements, payment requests and so on, which may be necessary for the completion of the Project.

Approved and Adopted on the ____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by _____ following a roll call vote: _____ (Applicant's Governing Body)

Ayes

Noes

Absent

(Clerk)

APPENDIX D – Sources of Additional Funds

**SOURCES OF ALL ADDITIONAL FUNDS
URBAN PARK ACT OF 2001 GRANT PROGRAM**

The Applicant, _____,
shall provide to the Department a list of proposed sources of all additional funds.

Project Name _____

(Please Round All Figures to the Nearest Dollar)

Total Grant Amount Requested \$ _____

Sources of Additional Funds

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL

\$ _____

Printed or Typed Name of Authorized Representative

Date

Signature of Authorized Representative

Date

SAMPLE

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

SAMPLE ACQUISITION SCHEDULE
(To be submitted with the Application)

Parcel No.	Acreage	Estimated Date of Acquisition	Estimated value of Land to be Acquired	Estimated Cost of Relocation	Estimated value of Improvements to be Acquired	Total Estimated Cost
	25.20	12-04	700,000	5,000	200,000	905,000
	2.97	12-04	190,000	-	-	190,000
	6.00	01-05	210,000	-	-	210,000
	<u>37.13</u>	03-05	1,500,000	-	-	<u>1,500,000</u>
Total Acreage	71.30			TOTAL		2,805,000

SAMPLE

State of California – The Resources Agency
Department of Parks and Recreation

GRANT CONTRACT
Urban Park Act of 2001 Grant Program

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

PROJECT PERFORMANCE PERIOD is from _____ through _____

Under the terms and conditions of this Contract, the Grantee agrees to complete the Project as described in the Project description, and the State of California, acting through its Director of Parks and Recreation, pursuant to the Urban Park Act of 2001 Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, agrees to fund the Project up to the total State Grant Amount indicated.

PROJECT DESCRIPTION:

Total State Grant Amount not to exceed \$ _____

Grantee

The General and Special Provisions attached are made a part of and incorporated into the Contract.

By _____
(Typed or Printed Name of Authorized Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

(Signature of Authorized Representative)

By _____

Title _____

Date _____

Date _____

CERTIFICATE OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		ITEM CALSTARS VENDOR NUMBER			
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	PCA		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

Grant Contract
Special Provisions

General Provisions

A. Definitions

1. The term "Act" as used herein means the Appropriation for the Program.
2. The term "Application" as used herein means the individual Application and its required attachments for grants pursuant to the enabling legislation and/or Program.
3. The term "Acquisition" means to obtain fee title or a lesser interest in real property, specifically, conservation easement or conservation rights. Leases or rentals do not constitute Acquisition.
4. The term "Acquisition and Development" means a Project that combines Acquisition of real property with Development for a New Park, New Recreational, or New Multipurpose Facility.
5. The term "Department" means the California Department of Parks and Recreation.
6. The term "Development" means capital improvements to real property by construction for a New Park, New Recreational, or New Multipurpose Facility using Bond Act funds.
7. The term "Grantee" as used herein means the party described as the Grantee on page 1 of this Contract. The term "Project" as used herein means the Project described on page 1 of this Contract.
8. The term "State" as used herein means the State of California Department of Parks and Recreation.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on page 1, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1, and under the terms and conditions set forth in this Contract.

The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval.

2. The Grantee shall complete the Project in accordance with the time of Project Performance set forth on page 1, and under the terms and conditions of this Contract.
3. The Grantee shall comply as lead agency with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.)
4. The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction Contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities.

5. The Grantee shall permit periodic site visits, including a final inspection upon Project completion by the State, to determine if Development work is in accordance with the approved Project Scope.
6. Prior to the commencement of any work, the Grantee agrees to submit any significant deviation from the original Project Scope in writing to the State for prior approval. Changes in the Project Scope must be approved in writing by the State and must meet the exact need described in the original Project Application.
7. If the Project includes Acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property Acquisition.
8. The Grantee shall provide for public access to Project facilities in accordance with the intent and provisions of the enabling legislation and/or Program.
9. Grantees shall have (1) fee title, (2) lease hold or (3) other interest to the Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land, as determined by the State, that is held by the Grantee.
10. Every Grantee for a grant pursuant to this chapter and the entity that will operate and maintain the property, if that entity is different than the Grantee, shall agree to comply with all of the following requirements: (1) To operate and maintain the property developed pursuant to this chapter so that it is usable by residents of the project's service area. With the approval of the department, the grant recipient, or its successor in interest in the property, may transfer its property interest and the responsibility to operate and maintain the property, in accordance with the terms of the grant and any applicable law, to a public agency or nonprofit organization that is able to operate and maintain the property in perpetuity. Any attempt to make a transfer in violation of this subdivision is void. (2) To use the property only for the purposes for which the grant was made and to make no other use or sale or other disposition of the property, except as authorized by specific act of the Legislature. If the use of the property is changed to a use that is not permitted by the terms of the grant, or if the property is sold or otherwise disposed of, the grant recipient shall reimburse the state an amount equal to the amount of the grant, the fair market value of the land and any improvements constructed with the grant, or the proceeds from the sale or other disposition, whichever amount is greatest. If the property that is sold or otherwise disposed of is less than the entire interest in the property funded with the grant, the grant recipient shall reimburse the state an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever amount is greater. (b) In lieu of seeking reimbursement pursuant to paragraph (2) of subdivision (a), the department may impose restrictions on the use of public park property identical to the requirements for the preservation of public parks set forth in the Public Park Preservation Act of 1971 (Chapter 2.5 (commencing with Section 5400)) with respect to any property used, sold, or otherwise disposed of in a manner not permitted by the terms of the grant.
11. Lands or interests in land acquired with grant funds shall be acquired from a willing seller.

C. Project Costs

The Grant monies to be provided to the Grantee under this Contract may be disbursed as follows:

1. If the Project includes Acquisition of real property, the State may disburse to the Grantee the grant monies as follows, but not to exceed, in any event, the total State Grant Amount set forth on page 1 of this Contract:

- a. Up to a 10% advance of the total State Grant Amount
 - b. After the property is in escrow, the Grantee may request up to 80% of the total State Grant Amount as specified in the approved Application, or 100% of the actual Acquisition cost, whichever is less. The Grantee shall immediately place these funds in escrow.
 - c. The remaining State grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.
2. If the Project includes Development, the State may disburse to the Grantee the grant monies as follows, but not to exceed in any event the total State Grant Amount set forth of page 1 of this Contract:
 - a. Up to a 10% advance of the total State Grant Amount.
 - b. On proof of award of a construction Contract or commencement of construction by force account, up to 80% of the total State Grant Amount, not to exceed 80% of the total dollar amount of any or all awarded construction contracts.
 - c. The remaining State grant funds shall be paid up to the amount of the grant or the actual Project cost, whichever is less, on completion of the Project and receipt of a detailed summary of Project costs from the Grantee.

D. Project Administration

1. The Grantee shall promptly submit written Project reports as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures.
2. The Grantee shall make property and facilities developed pursuant to this Contract available for inspection upon request by the State.
3. The Grantee shall use any monies advanced by the State under the terms of this Contract solely for the Project herein described.
4. If grant monies are advanced, the Grantee shall place these monies in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant monies shall be used on the Project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project Performance Period, whichever is earlier.
5. The Grantee shall use income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

E. Project Termination

1. Any Grant funds that have not been expended by the Grantee shall revert to the fund and be available for Appropriation by the Legislature for one or more of the local assistance programs that the Legislature determines to be the highest priority statewide.

2. The Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and the State.
3. Failure by the Grantee to comply with the terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the Preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the State by way of grant monies under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant monies disbursed under this Contract by the State would be inadequate compensation to the State for any breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State.
5. The Grantee and the State agree that if the Project includes Development, final payment may not be made until the Project conforms substantially to this Contract.

F. Hold Harmless

1. The Grantee shall waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, Development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. The Grantee agrees that in the event the State is named as codefendant under the provisions of Government Code Section 895 et. seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. The Grantee and the State agree that in the event of judgment entered against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Grantee shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. The Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

G. Financial Records

1. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or final payment.

The Grantee and the State agree that during regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Contract or matters related thereto. The Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

2. The Grantee shall use a generally accepted accounting system.

H. Use of Facilities

1. The Grantee agrees that the Grantee shall use the property developed with grant monies under this Contract only for the purposes for which the State grant monies were requested and no other use of the area shall be permitted except by specific Act of the Legislature.
2. The Grantee shall maintain and operate the property developed for a period commensurate with the type of Project and the proportion of State grant funds and local funds allocated to the capital costs of the Project, as determined by the State.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Contract or under provisions of the enabling legislation and/or Program.

J. Application Incorporation

The Application and any subsequent change or addition approved by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

K. Severability

If any provision of this Contract or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the Contract which can be given effect without the invalid provision or Application, and to this end the provisions of this Contract are severable.

APPENDIX G – Payment Requests Form

SAMPLE

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST FORM
Grant Programs

See Instructions on reverse

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. GRANTEE			
4. PROJECT TITLE			
5. TYPE OF PAYMENT			
ADVANCE <input type="checkbox"/>		REIMBURSEMENT <input type="checkbox"/>	FINAL <input type="checkbox"/>
6. PAYMENT INFORMATION (ROUND ALL FIGURES TO THE NEAREST DOLLAR)			
a. State Grant Amount		\$	
b. Funds Received to Date		\$	
c. Available (a. minus b.)		\$	
d. Amount of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
GRANTEE NAME _____			
STREET ADDRESS _____			
CITY, STATE, ZIP CODE _____			
ATTENTION _____			
8. TYPED OR PRINTED NAME OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
9. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION			
FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE _____			DATE _____

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PAYMENT REQUEST FORM INSTRUCTIONS

- Type all entries
- Round off all amounts to the nearest dollar
- See Procedural Guide, page 26, for Eligible Costs examples

The following instructions correspond to items on the Payment Request Form:

1. Project Number - The number assigned by the state to this Project
2. Contract Number - As shown in Certification of Funding section of the Project Contract
3. Grantee - GRANTEE name as shown on the Project Contract
4. Project Title - Title of Project for which payment is requested
5. Type Of Payment - Check appropriate box, and submit this form:
 - a) When an advance is needed, and after the Grant contract has been fully executed;
 - b) When the Grantee has periodically spent funds to implement the Project, and is requesting reimbursement; or
 - c) When the Grantee has completed the Project, and is requesting the final payment.
6. Payment Information
 - a) State Grant Amount - The amount of state grant funds allocated to this Project
 - b) Funds Received to Date - Total amount already received for this Project
 - c) Available - (a. minus b.)
 - d) Amount of This Payment Request - Amount that is requested
 - e) Remaining Funds after This Payment - (c. minus d.)
7. Send Warrant To - Grantee name, address and contact person
8. Signature Of Authorized Representative

SAMPLE

PROJECT COMPLETION PACKET

The Grantee must submit the following forms after the Project is complete and the final payment is requested. Any questions should be directed to the Project Officer.

- Payment Request Form (see page 45)
 - Project Certification Form (see page 49)
 - Project Cost Summary Form (see page 50)
 - Labor Costs Summary Form (if applicable. See page 51)
 - Equipment Cost Summary Form (if applicable. See page 52)
1. **READ ALL FORMS.** Share them with individuals who will be preparing the financial documents.
 2. Use these forms for all State grant programs. Make copies of the forms as needed.
 3. The forms have been designed for convenience. The Grantee may elect to use another format, provided that all requested information is presented in a clear and concise manner.
 4. Remember, the Grantee is required to keep source documents for all expenditures related to each grant for at least three years following Project completion and at least one year following an audit. A Project is considered complete upon receipt of final grant payment from the State.

PROJECT CERTIFICATION FORM

GRANTEE: _____ PROJECT NUMBER: _____

GRANTEE CONTACT FOR AUDIT PURPOSES

NAME: _____

ADDRESS: _____

PHONE: (____) _____

EMAIL: _____

PROJECT DESCRIPTION – List facilities developed and/or property acquired (use additional pages, as required):

LIST OTHER FUNDS ON PROJECT (SOURCES AND AMOUNTS) (use additional pages, as required):

INTEREST EARNED ON ADVANCE GRANT FUNDS: \$ _____

HAS A NOTICE OF COMPLETION BEEN FILED? YES _____ NO _____
IF NO, PLEASE EXPLAIN:

CERTIFICATION:

I hereby certify that all grant funds were expended on the above named Project(s) and that the Project(s) is complete and we have made final payment for all work done.

Grantee's Fiscal Representative
(Printed or Typed name)

Grantee's Fiscal Representative
(Signature)

Date

PROJECT COSTS SUMMARY FORM

Project Number _____

Warrant/Check Number	Date	Recipient	Purpose	Amount
-------------------------	------	-----------	---------	--------

Total Labor Costs (from attached form) \$ _____

Total Equipment Costs (from attached form) \$ _____

Subtotal \$ _____

Grand Total \$ _____

Grantee's Authorized Representative
(Printed or Typed Name)

Grantee's Authorized Representative
(Signature)

Date

LABOR COSTS SUMMARY FORM

Project Number _____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Purpose	Amount
-------------------------	-------------------------	-------------------	---------	--------

Subtotal \$ _____

(Carry Total forward to Project Costs Summary Form) Grand Total \$ _____

Grantee's Authorized Representative
(Printed or Typed Name)

Grantee's Authorized Representative
(Signature)

Date

EQUIPMENT (RENTAL) COSTS SUMMARY FORM

Project Number _____

<u>Type of Equipment</u>	<u>Dates Work Performed</u>	<u>Amount</u>
--------------------------	-----------------------------	---------------

Subtotal \$ _____

(Carry Total forward to Project Costs Summary Form) Grand Total \$ _____

Grantee's Authorized Representative
(Printed or Typed Name)

Grantee's Authorized Representative
(Signature)

Date